

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 65 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. N65540-06-R-0010		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 20 Jul 2006	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, KAREN VAN GIESEN 5001 SOUTH BROAD ST. PHILADELPHIA PA 19112-1403 TEL: 215-897-7644 FAX: 215-897-7994				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 2900, Bldg. 4</u> until <u>03:00 PM</u> local time <u>07 Sep 2006</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME KAREN VAN GIESEN		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-7644		C. E-MAIL ADDRESS karen.vangiesen@navy.mil
11. TABLE OF CONTENTS						
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OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE	
					18. OFFER DATE	
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineering and Technical Services CPFF Engineering and technical analysis and support services in accordance with Section C, the Statement of Work FOB: Destination		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Material in Support of CLIN 0001 COST FOB: Destination		Lot		
				NTE	\$990,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Travel in Support of CLIN 0001 COST FOB: Destination		Lot		
				NTE	\$2,450,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Technical Data CPFF Technical Data IAW DD Form 1423, Exhibit A FOB: Destination		Lot		

NOT SEPARATELY PRICED

ESTIMATED LEVEL OF EFFORT

The following labor categories and their estimated corresponding hours are provided for the contract performance period:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Program Mgr	6000	6000	6000	6000	6000
Sr. Eng Tech	16000	16000	16000	16000	16000
Sr. Corrosion Control Tech	8000	8000	8000	8000	8000
Eng Tech	45000	45000	45000	45000	45000
Logistician	40000	40000	40000	40000	40000
Programmer	4000	4000	4000	4000	4000
Eng Typist	8000	8000	8000	8000	8000
Total	127000	127000	127000	127000	127000

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 60 months thereafter is based upon an anticipated Total Estimated Level of Effort of 635,000 Man hours of direct hours.

(b) The total number of man-hours of direct labor (including subcontracting hours, but excluding holiday, sick leave, vacation and other absence hours) anticipated to be expended hereunder is estimated to be as specified above, which quantity, as set forth herein or as expressly changed by formal modification thereto, is hereinafter referred to as "Estimated Total Hours".

(c) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, nor shall the Government be obligated to pay fee on any hours expended in excess of the Estimated Total Hours, provided, however, the Contracting Officer may at election, require the contractor to continue to perform work in excess of the Estimated Total Hours until the estimated cost has been expended. Any hours expended in excess of the Estimated Total Hours (hereinafter "excess hours") shall be excluded from all fee computations and adjustments.

(d) It is understood and agreed the rate of man-hour use may fluctuate throughout the term of the contract provided such fluctuation does not result in the utilization of the total man-hours of effort prior to expiration of the term thereof and it is further understood and agreed that the number of hours of effort for any classification may be utilized by the contractor in any other direct labor classification, if necessary in the performance of the work. If at any time during the performance of this contract, the number of direct hours (not including "excess hours") utilized under this contract exceeds 85% of the total estimated hours, the contractor shall immediately notify the contracting officer of such circumstances.

(e) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Cost" and/or "Limitation of Funds".

(f) It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in any delivery order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery order. Accordingly, in the performance of any delivery order, the contractor shall be allowed to adjust the quantity of labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order including modifications thereof.

Payment of Fixed Fee – Indefinite Delivery Cost Plus Fixed Fee

The fixed fee for work performed under this contract is \$_____ provided that approximately 635,000 manhours of direct labor are employed on such work by the contractor. The fixed fee per hour is \$_____. If substantially less than 635,000 hours of said services are employed for such work, the fee shall be equitably reduced to the account of the fixed fee at the rate of \$_____ per direct labor hour invoiced by the contractor under the clause entitled "Allowable Cost, Fixed Fee and Payment", provided the total of all such payment shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order. Any balance due of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor or otherwise credited to the Government, at the time of final payment.

Support Costs

Material, travel and subcontract costs will be reimbursed on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee).

NOTE: THE GOVERNMENT SHALL ELECT TO AWARD A SINGLE CONTRACT OR TO AWARD MULTIPLE CONTRACTS FOR THE SAME OF SIMILAR SERVICES TO TWO OR MORE SOURCES.

NOTE: IN ACCORDANCE WITH PARAGRAPH (B) OF CLAUSE 52.216-22 ENTITLED "INDEFINITE QUANTITY", THE MINIMUM AMOUNT GUARANTEED TO THE SINGLE AWARDEE IS \$100,000.00. IN THE EVENT OF MULTIPLE AWARDS, THE MINIMUM AMOUNT GUARANTEED WILL BE DISTRIBUTED AMONG THE CONTRACTS AWARDED. THE MAXIMUM QUANTITY IS THE TOTAL AMOUNT FOR ALL CLINS ON EACH CONTRACT AWARDED.

SECURITY REQUIREMENTS

It is anticipated that certain work to be performed under this contract shall involve access to and handling of classified material up to and including SECRET. Accordingly, the contractor shall be required to have or obtain a "Facility Security Clearance" and obtain SECRET security clearances for all key personnel and other appropriate contractor personnel performing work under this contract. DOD Form DD 254 is incorporated to support security requirements under this contract.

This competitive procurement is limited to eligible 8(a) contractors.

Section C - Descriptions and Specifications

STATEMENT OF WORK

SHIPS TECHNICAL AND ENGINEERING SERVICES

C.1 Scope of Work

The contractor shall furnish engineering and technical analysis and support services in connection with assigned tasks for naval ship Hull, Mechanical and Electrical (HM&E)/Combat Support Systems. Services will be related to Surface Ships with emphasis on DDG 51 Class Surface Combatants and associated program initiatives. The tasks will require support in the following geographical locations with the estimated percentage of time provided in parentheses: Philadelphia PA (54%), West Coast including San Diego CA and Everett WA (6%), Wash DC (6%), Pascagoula MS (15%), Bath ME (7%), Mayport FL (3%), Yokosuka JA (3%) and Norfolk VA (6%). Other locations may need to be visited to support assigned tasking. Delivery Orders and work assignments will be in the following areas and shall include but not be limited to the following typical examples:

a. Engineering Support

(1) Provide on-site engineering and technical services support during construction, in service, and during maintenance periods in connection with Surface Ship (primarily Surface Combatants) HM&E/Combat Support Systems and components being installed, maintained or altered by ship's force, private contractors, or public organizations. Ensure equipment tests are conducted/completed IAW test procedures and/or work packages. Provide equipment status/problems with recommendations for solutions and provide recommendations wrt work being performed. Majority of this support will be provided at Surface Ship Homeports and Building Yards.

(2) Investigate and review HM&E/Combat Support Systems equipment Work Packages for Post Shakedown Availabilities (PSA) to ensure correct technical content, priority, category, and applicability. Ship systems will include but not be limited to main propulsion, auxiliary machinery, interior and exterior paint, decking and corrosion control. Provide PSA Work Package monitoring, work progress status on a daily basis on-site at ship's location. This is primarily for new construction DDG-51 Class ships. Locations include San Diego CA, Pearl Harbor HI, Bath ME, Norfolk VA and Pascagoula MS.

(3) Provide technical recommendations on improving the operation and maintenance of shipboard systems and equipment.

(4) Witness the installation of ship and machinery alterations and report deviations from planned execution. Witness field tests of ship systems and equipment and evaluate their performance as compared to detailed design parameters. Assist with technical resolution of installation issues, material issues, and implementation of corrective actions.

(5) Provide information regarding the preparations and support services required in advance of ship maintenance availabilities.

(6) Review and comment on the specifications for repair and overhaul of surface combatants prior to their being issued.

(7) Support mission objectives of the Corrosion Control Integrated Product Team (CCIPT) by evaluating corrosion prevention methods, new technology corrosion solutions, corrosion control improvements. Inspect ship HM&E/Combat Support Systems equipment installations and provide technical guidance relating to corrosion and preservation. Prepare reports and make recommendations for the improvement of the construction and maintenance of the ships to reduce or eliminate such corrosion.

(8) Support NAVSEA Philadelphia's role as Surface Combatant Integration Agent and efforts to ensure system compatibility for all equipment and ensure proper interface requirements. Provide verification of specifications and development of long term maintenance/upgrade strategies.

b. Program Management Support

(1) Maintain liaison between NAVSEA organizations and NAVSEA Philadelphia to assure the proper flow of information regarding the priorities for and the status of ship construction, operation, and maintenance.

(2) Record and provide a written status of the actions being performed on ship systems and equipment in response to tasking from oversight authorities.

(3) Collect data from NAVSEA Philadelphia elements regarding status of assigned SEATASKs and prepare required databases and spreadsheets in preparation for Sponsor Program Reviews.

(4) Develop databases and reports indicating status of equipment deficiencies, installation, operation, and maintenance as required to support new and ongoing Surface Ship Programs. This includes support of Technical Working Groups.

c. Technical Support

(1) Research the technical requirements, availability, and alternate solutions for the provision of spare parts and assemblies for ship systems and equipment and provide the information to the ship having the requirement.

(2) Identify material and logistics discrepancies via the review of Fleet COSAL Feedback Reports, Automated COSAL Improvement Program issues, System installation, alteration or engineering drawings or provisioning documentation. Maintain data regarding the utilization of spare parts and provide analysis of the unusual consumption of parts.

(3) Resolve discrepancies via the development and submission of HM&E/Combat Support Systems equipment APL change sheets and development, update, or modification to Provisioning Parts Lists.

(4) Provide information to be used in revising technical documentation regarding the installation, testing, operation, and maintenance of ship systems and equipment. This includes support related to Operational Sequencing System (OSS) and Planned Maintenance System (PMS).

(5) Assist in the coordination of crew training in preparation for DDG 51 Class ship's formal system Light Off and other events.

(6) Support the review, development, and revision to System and Equipment Integrated Electronic Technical Manuals (IETM) and other ILS elements which NAVSEA Philadelphia has designated authority.

d. Documentation Support

(1) Prepare technical documentation in the form and format specified by various users to support the installation, operation, and maintenance of ship HM&E/Combat Support Systems and equipment.

(2) Prepare the materials necessary to make presentations to ship's forces, senior Navy officers and officials and other Navy organizations.

(3) Prepare and publish reports documenting the results of testing and the actual operation and maintenance of ship systems and equipment.

e. Data Analysis

(1) Develop and maintain computerized information and databases concerning the installation, operation, maintenance, and alteration of systems and equipment.

(2) Prepare funding charts using excel to show graphical representations of funding expenditures and spreadsheets/databases relative to program funding.

(3) Support translations of computer files to HTML format, and support Web Site development and maintenance.

(4) Collect official naval messages regarding ship status and technical information and route to responsible parties.

(5) Analyze various data to identify equipment problems and trends that may exist across ships of the same class.

C.2 Standard for Preparation

a. The contractor shall provide all technical and engineering services necessary to complete the requirements of each Delivery Order issued. Each Delivery Order will contain a statement of requirements, instruction, and available supporting data, sketches, engineering drawings, and related technical documentation relative to the task and will be furnished by the government as specified in each Order.

b. The contractor shall perform all engineering services using as guidelines the applicable Military Specifications and documents listed below, and the instructions specified in each Delivery Order. The Military Specifications and documents are:

- (1) DOD-STD-100D - Engineering Drawing Practices
- (2) DOD-D-1000B, Amend 4 - Drawings, Engineering and Associated Lists
- (3) MIL-D-100B - Data, Engineering and Technical Reproduction Requirements for
- (4) MIL-M-9868D - Microfilming of Engineering Documents, 35mm, Requirements for
- (5) MIL-STD-1375, INT Notice 1 - Provisions, Initial Support, General Requirements for
- (6) DOD-STD-480A, Notice 1 - Config Control - Engineering Changes, Deviations, and Waivers
- (7) MIL-S-52779A, Software Quality Assurance Program
- (8) MIL-M-1507H - Technical Manuals for Equipment and Systems
- (9) MIL-STD-490A - Specification Practices
- (10) MIL-M-85337A - Manuals, Technical - Quality Assurance Program, Requirements for
- (11) MIL-M-8910A, Amend 2 - T Ms, Technical Illustrated Parts Breakdown, Preparation of
- (12) MIL-STD-109 - Quality Assurance Terms and Definitions
- (13) DOD Manual 4120.14-M - Automated Data System Documentation Standard
- (14) MIL-P-24534A - Planned Maintenance System - Development of Maintenance Requirement Cards, Maintenance of Index Pages, and Associated Documentation
- (15) MIL-HDBK-59B - DOD CALS Implementation Guide
- (16) MIL-STD-1840B - Automated Interchange of Technical Information
- (17) MIL-D-28000A - Digital Representation for Communication of Product Data - IGES Application Subsets and IGES Application Protocols
- (18) MIL-M-28001A - Standard Generalized Markup Language (SGML) - Generic Style Specification for Electronic Printed Output and Exchange of Text
- (19) MIL-R-28002B - Requirements for Graphics Representation in Binary Format
- (20) MIL-M-28003 - Digital Representation for Communication of Illustration Data - Computer Graphics Metafile (CGM) Application Profile
- (21) MIL-STD-974 - Contractor Integrated Technical Information Services (CITIS)

- (22) MIL-M-87268 - Interactive Electronic Technical Manual User Interaction Requirements
- (23) MIL-D-87269 - Interactive Electronic Technical Manual Data Base Requirements
- (24) MIL-M-87270 - Interactive Electronic TM Quality Assurance Requirements
- (25) MIL-STD-1388: Integrated Logistic Support; Policy and Procedures
- (26) System/Equipment drawings, Technical Manuals, and Provisioning Technical Documentation
- (27) MIL-D-23140 – Shipboard Electronic Equipment
- (28) MIL-M-24100 – FOMM TM Requirements
- (29) MIL-M-8910 – Preparation of TM IPB
- (30) MIL-M-15071 – TM Technical Content Requirements
- (31) MIL-M-38784 – TM General Style and Format Requirements
- (32) NAVSEAINST 4160.3 - TMMP
- (33) S9086-AA-STM-010 – Naval Ship Technical Manual (NSTM)

c. The contractor shall be responsible for the planning, direction, and completion of each Delivery Order. This degree of responsibility requires the contractor to be accountable for the gathering, correlation, and interpretation of all technical data needed to perform an assigned task.

d. The contractor shall be responsible for the quality and technical accuracy of all work performed in fulfilling the requirements of each Delivery Order. All work shall be thoroughly reviewed, inspected, and checked by the responsible contractor representative prior to delivery to NAVSEA Philadelphia for review and acceptance.

C.3 Personnel Resources

a. Personnel Qualifications - The contractor is required to have personnel with the following minimum professional technical levels and experience. The specialized experience included as part of the required qualification shall have been obtained in the field of endeavor indicated by the applicable labor category. In addition:

KEY PERSONNEL:

(1) Program Manager

A. A bachelor's degree in engineering (mechanical, electrical, or naval architecture) from an accredited college or university or a professional engineer's license.

B. Fifteen years of experience dealing with the construction, operation and maintenance of surface ships. A minimum of 10 years experience directly related to Surface Combatants (CG47 & DDG 51) Class ships.

C. Familiarity with the Naval Sea Systems Command, the Naval Surface Warfare Center (higher rating for the Ship Systems Engineering Station), and Navy maintenance and repair organizations.

D. Experience managing ship construction, operation, maintenance and repair projects and personnel.

E. Ten years of experience dealing with government contracts.

F. Possess a minimum clearance level of Secret.

(2) Senior Engineering Technician

A. Graduate of a high school, trade or industrial school or correspondence school in which credits were received in algebra, plane geometry, trigonometry, drafting and physics. A minimum of ten years of practical experience in responsible engineering duties including seven years of progressive experience involving design, operation, maintenance, and testing of AEGIS Class Naval ship systems and equipment. Must have experience

directly related to Surface Combatant major construction milestones and Surface Combatant Combat Support Systems testing at Building Yard/Homeport locations. **Possess a minimum clearance level of Secret.**

(3) Senior Corrosion Control Technician

A. Must be a graduate of high school, trade school, industrial school, or correspondence school in which credits were received in algebra, plane geometry, trigonometry, drafting, and physics. Minimum of ten years of practical experience in responsible engineering duties including a minimum of seven years of in the prevention and control of corrosion and in hull, topside, interior, and deck surface coating systems with higher rating given to AEGIS Class (DDG-51 and CG-47) ships. Must be familiar with and experienced in the application of the regulations of the Clean Air Act, NESHAP, EPA, OSHA, ASTM 718F, and the Material Data Safety Sheet with regard to VOC compliance. Must hold a certification as a "Coating Systems Inspector" by either the National Association of Corrosion Engineers, NSWCCD Philadelphia, or NSWCPHD Port Hueneme. **Possess a minimum clearance level of Secret.** Must show evidence of experience in the following areas:

Engineering Support

1. Provide corrosion control policy guidance and technical support at the Program level for NAVSEA organizations such as PEO-TSC with regard to AEGIS Class (DDG-51 and CG-47) ships.
2. Conduct surveys of underwater hull, topside, interior, and decks to determine the effectiveness of specific corrosion control systems such as attendance at AEGIS Class (DDG-51 and CG-47) Post Shakedown Availabilities.
3. Review and provide technical guidance on specifications being prepared for corrosion control systems to be installed on such ships as AEGIS Class (DDG-51 and CG-47) ship construction, maintenance, and repair.
4. Interpret and provide guidance regarding the practical application of government regulations regarding paint, coating, and preservation system application compliance.
5. Provide technical guidance concerning the techniques involved in the inspection of preparation and application of corrosion protection systems.

NON-KEY PERSONNEL:

(1) Engineering Technician

A. Graduate of a high school, trade or industrial school or correspondence school in which credits were received in algebra, plane geometry, trigonometry, drafting and physics. A minimum of six years of practical experience in responsible engineering duties including three years of progressive experience involving design, operation, maintenance, and testing of Naval ship systems and equipment. **Possess a minimum clearance level of Confidential.**

(2) Computer Programmer

A. A bachelor's degree in computer science, engineering, mathematics, or physics. A minimum of three years of practical experience working with computer software programs, network software, and data management systems. **Possess a minimum clearance level of Confidential.**

(3) Logistician

A. A bachelor's degree or equivalent in an engineering discipline and a minimum of four years of Naval experience or six years of Naval experience without a degree. Of the years of experience, two years of experience must have been specifically involved in material and Integrated Logistics Support (ILS) identification and management for Naval HM&E/Combat Support Systems. **Possess a minimum clearance level of Confidential.**

(4) Engineering Typist

A. Desire experience in typing technical reports, training programs, test procedures and other engineering documentation. Desire familiarity with MILSPEC standards and procedures for preparation of technical documents. **Possess a minimum clearance level of Confidential.**

C.4 Deliverables

a. Monthly Progress Reports (CDRL A001). The contractor shall provide monthly progress reports of activities conducted under the contract. It shall include for each active delivery order a summary of work completed, work schedule status, planned work for the next month, problem areas and proposed solutions, award date, completion date, delivery order number, title, tpoc, % work complete, labor hours expended by labor category (include estimated/authorized, actual this period, total to date, and expected next period) and funding expended (for labor, material, travel, total cost, fee, and total cpff, and balance), and a total man hour summary of labor hours by category (include estimated/authorized, actual for the period, total to date, expected next period) and total funds expended (for labor, material, travel, total cost, fee, and total cpff, and balance) for all delivery orders, active or completed. Monthly Progress Reports shall be submitted in accordance with the terms of the contract. A line chart (ex. created with MS Excel) shall be submitted with the monthly reports to provide a graphical representation for planned expenditures, actual expenditures, ceiling price, & incremental funding (if applicable). Also, a delivery order status including delivery order #, task description, tpoc, performance period, extensions requested, percent complete, authorized cost, funds balance, dd254 submittals, with active delivery orders highlighted and delivery orders expiring within 2 months in bold type.

b. Weekly Status Reports (CDRL A002). The contractor shall provide weekly status reports for each delivery order. Each report shall include the contract number and delivery order number, location of services, name of personnel performing services, reporting period, name of COR and Tpoc, description of work accomplished, problems encountered, corrective action taken or recommended, meeting/conference summaries, reports provided, documentation reviewed.

C.5. Security Requirements

a. Certain work to be performed under this contract shall involve access to, and handling of, classified material up to and including SECRET. Accordingly, the contractor shall be required to have, or obtain, a Facility Security Clearance, provide classified storage capability, and obtain security clearances on certain key personnel. If the basic DD Form 254, Contract Security Classification Specification, does not provide sufficient classification guidance for the individual delivery order, then an applicable DD Form 254 shall be issued for the delivery order.

C.6. Performance Requirements Summary Table

Task Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Engineering Support	<p>(1) Ensure equipment tests are conducted/completed IAW test procedures and/or work packages</p> <p>(2) Provide equipment status/problems with recommendations for solutions and provide recommendations wrt work being performed</p> <p>(3) Provide support at Ships Homeports and Building Yards, primarily at Surface Combatant Homeports</p> <p>(4) Investigate and review HM&E/Combat Support Systems equipment Work Packages for Post Shakedown Availabilities (PSA) to ensure correct technical content, priority, category, and applicability</p> <p>(5) Provide PSA Work Package monitoring, work progress status on a daily basis on-site at ship's location</p> <p>(6) Provide technical recommendations on improving the operation and maintenance of shipboard systems and equipment.</p>	<p>(1) Ensure equipment tests are conducted/completed IAW test procedures.</p> <p>(2) Equipment status and problems are accurately reported with appropriate recommendations for solutions</p> <p>(3) Competent on-site support at Surface Combatant Homeports and Building Yards is provided</p> <p>(4) PSA Work Packages are accurately reviewed and are completed on time</p> <p>(5) PSA Work Package status is accurate and supports ship's schedule</p> <p>(6) Shipboard systems operational and maintenance technical recommendations are technically accurate and are</p>	<p>(1) Witness 95% of assigned tests</p> <p>(2) Equipment status, problems and solutions are clearly identified 90% of the time</p> <p>(3) On-site personnel meeting contract personnel qualifications are provided at each assigned location 95% of the time</p> <p>(4) PSA work packages are reviewed with consideration of technical content, priority, category and applicability and are completed within the specified time period 95% of the time</p> <p>(5) PSA Work Package status require no more than two (2) review/approval cycles. 95% of work completed by specified time period</p> <p>(6) Technical recommendations require no more than two (2) review/approval cycles. 95% of</p>	Government oversight of task order accomplishment, feedback surveys, schedule adherence and financials

Engineering Support (Cont.)	<p>(7) Witness field tests of ship systems and equipment and evaluate their performance as compared to detailed design parameters</p> <p>(8) Witness the installation of ship and machinery alterations and report deviations from planned execution</p> <p>(9) Provide information regarding the preparations and support services required in advance of ship maintenance availabilities</p> <p>(10) Review and comment on the specifications for repair and overhaul of surface combatants prior to their being issued</p>	<p>provided in a timely manner</p> <p>(7) Ship system field tests are accurately performed and are completed to support ship's schedule</p> <p>(8) Machinery alteration installations are witnessed and deviations are reported accurately and timely</p> <p>(9) Information/recommendations regarding preparation and support services prior to ship availabilities are accurately provided in a timely manner</p> <p>(10) Specifications regarding ship overhaul are accurately reviewed and provided in a timely manner</p>	<p>work completed by due date</p> <p>(7) Ship system field tests are completed IAW test procedures and are completed 95% of the time by the specified time period.</p> <p>(8) Assigned machinery alteration installations are witnessed 98% of the time and deviation reports require no more than two (2) review/approval cycles. Deviation reports are completed 95% of the time by the specified time period</p> <p>(9) Information/recommendations require no more than two (2) review/approval cycles and are completed 95% of the time by the specified time period</p> <p>(10) Specifications regarding ship overhaul require no more than two (2) review/approval cycles and are completed 95% of the time by the specified time period</p>	
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<p>Engineering Support (Cont.)</p>	<p>(11) Support mission objectives of the Corrosion Control Integrated Product Team (CCIPT) by evaluating corrosion prevention methods, new technology corrosion solutions and corrosion control improvements.</p> <p>(12) Inspect ship HM&E/Combat Support Systems equipment installations and provide technical guidance relating to corrosion and preservation</p> <p>(13) Prepare reports and make recommendations for the improvement of the construction and maintenance of the ships to reduce or eliminate such corrosion</p> <p>(14) Support NAVSEA Philadelphia's role as Surface Combatant Integration Agent and efforts to ensure system compatibility for all equipment and ensure proper interface requirements. Provide verification of specifications and development of long term maintenance/upgrade strategies</p>	<p>(11) Corrosion prevention methods, solution and improvements are accurately evaluated and completed in a timely manner</p> <p>(12) Technical guidance related to corrosion/preservation is accurately provided during equipment inspections and are completed to support ships schedules</p> <p>(13) Corrosion control reports/recommendations related to ship corrosion reduction/eliminations are accurately provided and completed in a timely manner</p> <p>(14) In support of Integration Agent, specifications and maintenance/upgrade strategies are accurately</p>	<p>(11) Corrosion prevention methods, solutions and improvement recommendations require no more than two (2) review/approval cycles and are completed 95% of the time by the specified time period</p> <p>(12) Technical guidance related to corrosion/preservation require no more than two (2) review/approval cycles and are completed 95% of the time by the specified time period</p> <p>(13) Corrosion Control reports/recommendations require no more than two (2) review/approval cycles and are completed 95% of the time by the specified time period</p> <p>(14) Specifications and maintenance/upgrade strategies require no more</p>	
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		verified/developed and completed in a timely manner	than two (2) review/approval cycles and are completed 95% of the time by the specified time period	
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Task Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Program Management Support	<p>(1) Maintain liaison between NAVSEA organizations and NAVSEA Philadelphia to assure the proper flow of information regarding the priorities for and status of ship construction, operation and maintenance</p> <p>(2) Record and provide a written status of the actions being performed on ship systems and equipment in response to tasking from oversight authorities</p> <p>(3) Collect data from NAVSEA Philadelphia elements regarding status of assigned SEATASKs and prepare required databases and spreadsheets in preparation for Sponsor Program Reviews</p> <p>(4) Develop databases and reports indicating status of equipment deficiencies, installation, operation and maintenance as required to support new and ongoing Surface Combatant Programs</p>	<p>(1) Competent liaison between NAVSEA organization and SSES is provided for accurate flow of information and status of ship construction, operation and maintenance</p> <p>(2) Written status of equipment actions are provided accurately and in a timely manner</p> <p>(3) Databases and spreadsheets of SEATASK elements in preparation for Program Reviews perform reliably and meets user requirements</p> <p>(4) Databases and reports of equipment deficiencies and operation in support of Surface Combatant Programs perform reliably and meets user requirements</p>	<p>(1) Personnel meeting contract personnel qualifications are provided and status is completed weekly 95% of the time</p> <p>(2) Written status of equipment actions require no more than two (2) review/approval cycles and are complete 95% of the time by the specified time period</p> <p>(3) Database and spreadsheets perform as intended 95% of the time</p> <p>(4) Database and reports perform as intended 95% of the time</p>	Government oversight of task order accomplishment, random sampling for accuracy, schedule adherence and financials

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Technical Support	<p>(1) Research the provisioning of spare parts and assemblies based on technical requirements, parts availability and identify alternative solutions.</p> <p>(2) Identify material and logistics discrepancies via Fleet COSAL Feedback reports, Automated COSAL Improvement Program, System installation; alteration or engineering drawings or provisioning documentation</p> <p>(3) Develop and maintain database on spare parts utilization and furnish analysis on the unusual consumption of parts.</p> <p>(4) Report spare parts discrepancies using HM&E/Combat Support Systems equipment APL change sheets or update/modification to Provisioning Parts Lists.</p>	<p>(1) Spare parts information furnished per individual ship requirements and in a timely manner.</p> <p>(2) Material and logistics discrepancies furnished per individual ship are completed accurately and timely.</p> <p>(3) Spare parts material database established and maintained reliably and meets user requirements. Consumption reports issued accurately and timely each month.</p> <p>(4) Spare part discrepancies accurately identified on reporting change sheets or parts lists in a timely manner.</p>	<p>(1) Spare parts information reviewed with consideration to technical content and ship unique requirements within the specified time 95% of the time.</p> <p>(2) Material and logistics discrepancies information require no more than two (2) review/approval cycles and are furnished within the specified time period 95% of the time</p> <p>(3) Spare parts database contain appropriate level of information 95% of the time. Reports require no more than two (2) review/approval cycles and are furnished within the specified time period 95% of the time</p> <p>(4) Spare part discrepancies included on change sheets or parts lists 95% of the time by the specified time</p>	Government oversight of task order accomplishment, random sampling for accuracy, schedule adherence and financials
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Technical Support (Cont.)	<p>(5) Based on spare part changes, update the technical documentation on the installation, testing, operation and maintenance of ship systems and equipment.</p> <p>(6) Assist in coordination of crew training in preparation for DDG 51 Class ship's formal system Light Off and other events</p> <p>(7) Support review, development, and revision to System and Equipment Integrated Electronic Technical Manuals (IETM) and ILS elements</p>	<p>(5) Technical documentation updates are accurate and provided in a timely matter</p> <p>(6) Coordination assistance of crew training furnished in an accurate and timely matter</p> <p>(7) Furnish review support of System and Equipment IETM and ILS elements in an accurate and timely matter</p>	<p>period and require no more than two (2) review/approval cycles.</p> <p>(5) Technical documentation updates provided 95% of the time by the specified time period and require no more than two (2) review/approval cycles.</p> <p>6) Crew Training coordination assistance provided 95% of the time.</p> <p>(7) System and Equipment IETM and ILS elements review support provided 95% of the time by the specified time period and require no more than two (2) review/approval cycles.</p>	
Documentation Support	<p>(1) Furnish technical documentation to support the installation, operation, and maintenance of ship HM&E/Combat Support Systems and equipment in the required form and format.</p> <p>(2) Prepare the materials necessary for technical presentations to ship's forces, senior Navy Officers, officials and other navy organizations</p>	<p>(1) Technical documentation to support the installation, operation and maintenance of ship HM&E/Combat Support System furnished in an accurate and timely matter</p> <p>(2) Presentation material furnished in an</p>	<p>(1) Technical documentation support furnished 95% of the time by the specified time period and require no more than two (2) review/approval cycles.</p> <p>(2) Presentation</p>	<p>Government oversight of task order accomplishment, random sampling for accuracy, schedule adherence and financials</p>

Documenta tion Support (Cont.)	(3) Prepare and publish reports on testing and actual operation and maintenance of ship systems and equipment.	accurate and timely matter. (3) Prepare and publish testing, operation and maintenance reports on ship systems and equipment in an accurate and timely matter.	material furnished 95% of the time by the specified time period and require no more than two (2) review/approval cycles. (3) Preparation and publication of ship systems and equipment reports furnished 95% of the time by the specified time period and require no more than two (2) review/approval cycles.	
Data Analysis	(1) Develop and maintain computerized information and databases concerning the installation, operation, maintenance, and alteration of systems and equipment. (2) Prepare excel based funding charts, graphical representation of funding expenditures and spreadsheets/ databases relative to program funding. (3) Support translation of computer files to HTML format, and support Web site development and maintenance. (4) Collect official naval messages regarding ship status and technical information and route to responsible parties.	(1) Computerized information and databases on installation, operation, maintenance, and alteration of systems and equipment are developed and maintained in a timely manner and perform reliably and meets user requirements. (2) Program funding financial tracking spreadsheets and graphical reports furnished in an accurate and timely manner. (3) Support for web site development furnished in a timely manner	(1) Computerized Information and databases perform as intended 95% of the time and are provided by the specified time period 95% of the time. (2) Program funding financial tracking spreadsheets and graphical reports are available 95% of the time by the specified time period. (3) Support for web site development furnished 95% of the time by the specified time period and	Government oversight of task order accomplishment, feedback surveys, schedule adherence and financials

Data Analysis (Cont.)	(5) Analyze various data to identify equipment problems and trends that may exist across ships of the same class.	and meets user requirements. (4) Naval message management and routing is furnished to appropriate parties in an accurate and timely manner. (5) Trending of ship class equipment problems furnished in an accurate and timely matter.	performs as intended 90% of the time. (4) Naval message management and routing is furnished 95% of the time by the specified time period to the appropriate parties. (5) Trending of ship class equipment problems furnished 95% of the time by the specified time period and require no more than two (2) review/approval cycles.	
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Section D - Packaging and Marking

MARKING OF SHIPMENTS

Marking shall be in accordance with ASTM-D-3951-88 "Standard Practice for Commercial Packaging".

PREPARATION FOR DELIVERY

Data furnished hereunder shall be adequately packaged to assure safe delivery at designation.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with DOD Industrial Security Regulation (DD5220.22-R).

DATA PACKAGING

All unclassified data shall be prepared for shipment in accordance with commercial practice.

Classified reports, data and documentation shall be prepared for shipment in accordance with DOD Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22M).

PROHIBITED PACKAGING MATERIAL

The use of asbestos, excelsior, newspaper or shredded paper (all types including wax paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at destination by the receiving activity.

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

Section F - Deliveries or Performance

REQUIRED DELIVERY SCHEDULE

Services to be furnished hereunder shall be performed and completed as specified in each delivery order. Specific delivery requirements will be indicated in individual delivery orders when they are issued

DELIVERY OF DATA

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is Attachment I to this solicitation, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

Technical Reports. Technical reports and conclusions reflecting the work accomplished under each task set forth in Section C of this contract will be prepared and delivered to the Government when and in the form required by the COR), in accordance with DD Form 1423, Attachment I.

Final Delivery. The delivery date of the last of the above reports is not to be later 60 days after completion of the performance of the contract.

PLACE OF DELIVERY: DESTINATION

Naval Surface Warfare Center, Carderock Division Philadelphia, Naval Business Center, 5001 South Broad Street, Building 4, Attn: Chris Pafford, Code 9131 or specified by each delivery order, Philadelphia, PA 19112-1403.

DURATION OF CONTRACT PERIOD

The resultant contract will be for five (5) years from date of award with no options. The ordering period will be in effect the date of award and ending sixty months thereafter. The performance period will end sixty-six months after award.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

CAR-G09 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (OCT 2005)

The payment office will make payment in sequential ACRN order within the contract, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(End of Clause)

CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (OCT 2003) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) If this contract includes a separate CLIN for support and/or subcontract items, the fixed fee is not applied to those costs. Therefore, ceilings established for support and/or subcontract items shall be identified in Section B as not to exceed items and shall be tracked and billed separately by the contractor. Should estimated costs associated with the labor portion (i.e., not identified as support and/or subcontract items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis.

After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

CAR-H08 Performance-Based Acquisition Evaluation Procedures (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government in accordance with this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance on all task orders under which work was performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Procuring Contracting Officer (PCO), the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for the task orders covered, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost

Reimbursement”, dated Apr 1984, in Section E, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor’s performance and for determining if the fee amount should be reduced due to “Unsatisfactory” performance. How such a fee reduction would be applied to one or more of the individual orders included in the annual evaluation shall be at the discretion of the PCO.

(b) **Performance Ratings:** The Government will evaluate the contractor’s performance of the Statement of Work for all task orders covered by the evaluation period, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings
For The Evaluation Period

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the PCO to exceed Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(c) **Evaluation Objective:** The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this contract is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) **Performance Evaluation Criteria:** The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table in each task order, and considering the criterion in Tables 2 through 4 of this contract clause.

(e) **Organization:** The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Contracting Officer’s Representative (COR). They may obtain input from the other Government customers associated with the task orders covered by the evaluation period.

(1) **COR:** The COR will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The COR will maintain the written records of the contractor’s performance so that a fair and accurate evaluation is made.

(2) **Procuring Contracting Officer (PCO):** The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the PCO in accordance with paragraph (a) of this clause. Following each evaluation period, the PCO (or Contract Specialist, if so designated by the PCO) and the COR will hold a meeting with the contractor's Senior Technical Representative to review performance under task orders performed during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task orders covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the task orders performed during the evaluation period within thirty days after receipt of the evaluation report from the COR.. The decision will be based upon the COR's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the COR's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract, such as a Contractor Performance Assessment Reporting System (CPARS) report.

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

**TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA
AND STANDARDS**

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are <u>almost always</u> clear, effective and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.242-7005	Cost/Schedule Status Report	MAR 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through **60 months after date of award**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$2,000,000.00**;

(2) Any order for a combination of items in excess of **\$2,000,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **sixty-six months after award**.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the Naval Surface Warfare Center Carderock Division Philadelphia Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union

members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value

engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR - <http://farsite.hill.af.mil/VFFAR1.HTM>

DFAR - <http://farsite.hill.af.mil/Vfdfar1.htm>

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The [insert name of SBA's contractor] will notify the [insert name of contracting agency] . Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

CAR-I01 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (DEC 2005) (NSWCCD)

(a) The COR for this contract is:

Name: Chris Pafford

Mailing Address: Naval Surface Warfare Center Carderock Division, 5001 S. Broad Street

Code: 9131

E-mail address: Chris.Pafford@navy.mil

Telephone Number: 215-897-1445]

Facsimile Machine Telephone Number: 215-897-1450

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. At the time the contractor submits an invoice for payment in accordance with the

applicable payment clause of the contract or delivery/task order, the contractor shall electronically (e.g., e-mail, facsimile machine) provide an information copy of the invoice to the COR.

(c) The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract or delivery/task order. When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract or delivery/task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those individuals identified as key personnel in the proposal to fulfill the requirements of the contract. No substitutions or additions of such key personnel shall be made except in accordance with this provision. The following are the key personnel identified in the proposal and subject to these provisions.

<u>Name</u>	<u>Title</u>	<u>Labor Category</u>	<u>Company</u>
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(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Robert Colot
Naval Surface Warfare Center Carderock Division
Code 3352
215-897-7060

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

- J.1. Department of Defense Contract Security Classification Specification – DD Form 254
- J.2. Contract Data Requirements List (CDRL)- DD Form 1423 Item A001-A0002

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.242-7006	Cost/Schedule Status Reports Plans	MAR 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$17,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is --

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (APR 2006)

(a) The DoD Electronic Document Access (EDA) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. EDA is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor will be sent a notification email when a contractual document has been uploaded for distribution. The contractor will be required to register as a vendor on the EDA web site (<http://eda.ogden.disa.mil>) in order to view/download their company's contractual documents. The files posted are in .pdf format and may be accessed using Adobe Acrobat Reader. Adobe Acrobat Reader is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

(End of Provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ____ DX; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an

exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee, Indefinite Quantity, Indefinite Delivery contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert Colot
Naval Surface Warfare Center Carderock Division Philadelphia
5001 S. Broad Street
Philadelphia, PA 19112-1403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision

CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	3
Cost Proposal	1	2

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette or CD (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Microsoft Office Excel 2003. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

(2) TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The Technical Proposal shall be limited to 100 pages.

ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATION MUST BE INCLUDED IN A COVER LETTER TO THE TECHNICAL PROPOSAL.

Offerors are not encouraged to take exceptions to this solicitation. Any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in the related section of the Technical Proposal. Offerors are to detail the particular section, clause, paragraph and page to which they are taking exception.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following four (4) sections, and shall address in detail the following information:

SECTION A - INTRODUCTION (Maximum length: 5 pp.)

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

SECTION B - PERSONNEL QUALIFICATIONS (Maximum length: 20 pp - not including resumes. Individual resumes shall not exceed 4 pp. in length)

In this section, the offeror shall identify proposed individual(s) for each labor position and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel (as identified in the Statement of Work) to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Resumes of the personnel in the following key labor categories shall be submitted in the quantities specified.

Labor Category	Number of Resumes
Program Manager	1
Sr. Engineering Technician	5
Sr. Corrosion Control Technician	2

Each resume shall cite education, employment and experience, dates of employment, pertinent experience directly related to Surface Ships with emphasis on Surface Combatants in areas listed in Section C.1, Scope of Work, and include the labor category occupied in the organization. Resumes shall be no more than 2 pages. The offeror shall use the following format for key personnel resumes:

Labor Category

Name:

Security Clearance:

Current Employer:

Education/Training: (list any diplomas and/or degrees obtained, institution, year obtained)

Summary: (provide a concise summary paragraph on why this individual was selected as key personnel)

Directly Related Work Experience: (list each relevant job title, the inclusive dates of employment (month/yr), the employer, and a brief synopsis for each job listed on how this experience is directly related to the scope of work of the acquisition under competition.)

References: (provide two (2) verifiable references from government or commercial customers with extensive knowledge of the individual on projects of similar size and scope of effort. Names, organization, phone numbers, and e-mail addresses must be provided.)

Signature/Date: (key personnel shall sign and date the resume)

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure. If the individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes shall be provided for all proposed subcontractor personnel and consultants, and the rationale for their use.

A summary table, in matrix format, shall also be provided to indicate personnel qualifications and experience.

NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

The following questions will be used as a guide for determining how well the offerors' resumes correspond with the labor categories described in Section C of the solicitation.

1. To what extent do the proposed key personnel have specific experience related directly to the task statements in paragraphs C.1.a through C.1.e of the Scope of Work.
2. What experience do the resumes show for AEGIS Class Corrosion Control related to the qualifications for the "Senior Corrosion Control Technician" labor category?

3. Do the resumes submitted for “Senior Engineering Technician” have experience related to major construction milestones and Support Systems testing at Building Yard/Homeport locations.
4. To what extent do the proposed key personnel have the desired education and training identified in their respective labor categories?
5. To what extent do the proposed key personnel have experience in SHIPS Programs? To what extent do the proposed key personnel have experience in Surface Combatant Programs?
6. Do the proposed key personnel currently have a security clearance, or, are they capable of obtaining a security clearance?
7. To what extent are the proposed key personnel current employees of the offeror vs. contingency hires?
8. Are the proposed key personnel being utilized on an overlapping contracting requirement?
9. Do the resumes for “Program Manager” have a minimum of 10 years experience directly related to Surface Combatant ships.

SECTION C – CORPORATE EXPERIENCE/PAST PERFORMANCE (Maximum length: 20 pp.)

The offeror's past performance and corporate experience as it relates to the scope of work of this solicitation will be evaluated by the Government. Past performance information will be used to evaluate a contractor's actions under previously awarded contracts. It may include the offeror's record of (1) conforming to specifications and standards of good workmanship; (2) containing and forecasting costs on any previously performed cost reimbursable contracts; (3) administrative aspects of performance; (4) history for reasonable and cooperative behavior, and (5) commitment to customer satisfaction and business-like concern for interests of the customer. Corporate experience information will be used to determine the extent to which an offeror is currently, or has previously within the past 3 years, performed work similar or related to the scope of work for this solicitation.

Corporate Experience:

Offerors shall provide all relevant corporate experience for similar or related work under contracts currently being performed or completed during the last three (3) years. The offeror may include Federal, State and Local Government and private sector contracts. Offerors that represent newly formed entities, without prior contract experience, should identify previous contract and subcontract experience for all key personnel identified in the proposal.

The contractor shall provide the following information for each such contract:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Brief Description of Scope of Work
5. Contract Type
6. Award Price
7. Total Labor-Hours of Effort
8. Period of Performance
9. Contract Deliverables

Incomplete data may not be considered.

Greatest value will be given to those responses, which demonstrate corporate experience within the last three (3)

years with engineering and technical services related to the requirements of the SOW paragraph C.1 and which demonstrate corporate experience directly related to the processes, procedures, products and services required in the support of Surface Ship Programs, specifically on naval vessels and shore establishments, with emphasis on Surface Combatants. The offerors will be evaluated on their specific capability and relative experience to perform all tasks in the Statement of Work. Offerors at a minimum shall supply three work examples related to Surface Ship Corrosion Control Post Shakedown Availabilities (PSAs). As a minimum requirement for the work example, a summary (one page maximum) describing the work example shall be provided. If desired, additional information related to each work example submission can be provided but may or may not be reviewed.

Past Performance:

The Government intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Government cannot obtain adequate CPARS rating information regarding a particular offeror, the Government may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, the past performance of the subcontractor may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Government's requirement that it would like the Government to consider. Such information may be in the nature of additional information to that which the Government has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Government's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Government reserves the right to verify statements and representations made in an offeror's proposal.

Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. Documented past performance within the past three (3) years will be evaluated. Offerors should provide a list of three (3) contracts or subcontracts presently active or completed within the past three years for which tasks supported the federal or local government. The following information should be provided for each contract listed: name of contracting activity, contract number, contract type, contract ceiling of labor hours and labor categories, actual number of labor hours tasked/authorized to offeror by labor category, type of work (short description, 300 words or less), contracting officer and phone #, technical government POC and phone #, Program sponsor government POC and phone #, relative past work (explain in 300 words or less how work performed is related to the scope of work). Rating values will be based on how well the contractor performed on contracts listed. Quality of past performance will be determined based on information provided by the offeror including information received by contract POCs, and information gathered from other resources. Greatest value will be given to those responses which demonstrate high quality past performance directly related to the SOW.

SECTION D – MANAGEMENT/QUALITY ASSURANCE PLAN

SUBFACTORS: TECHNICAL UNDERSTANDING, ORGANIZATION STRUCTURE, MANAGEMENT ABILITY, QUALITY ASSURANCE PLAN

Subfactor – Technical Understanding. The evaluation of this sub-factor is related to the offeror's understanding of key elements in the Statement of Work., Section C. Greatest value will be given to those offerors who demonstrate understanding of system testing and engineering tasks during the ship construction phase on-site at building yards, and understanding of Post Shakedown Availability HM&E work package development/monitoring.

Subfactor – Organization Structure. The evaluation of this sub-factor is related to the offeror's organizational structure for controlling the tasks specified in the Statement of Work, Section C. Greatest value will be given to those offerors who propose a superior organization which can coordinate team efforts and assert effective management and cost control and supervision of personnel (including subcontractor, if any) to ensure timeliness and accuracy of

deliverables for the varied task areas involved.

Subfactor – Management Ability. The evaluation of this sub-factor is related to the offerors management ability. Greatest value will be given to those offerors who demonstrate the capability of managing labor resources, who can effectively control and report cost and performance and who can resolve problems. The offeror should demonstrate the capability to effectively respond to fluctuations in workload, manage separate and overlapping tasks, and add and reduce manpower when required.

Subfactor – Quality Assurance Plan. The evaluation of this sub-factor is related to the offeror's Quality Assurance Plan. Greatest value will be given to those offerors who possess and maintain an effective quality assurance plan. This plan should demonstrate the offerors capability to document and initiate procedures necessary to accomplish the varied task areas involved.

SECTION E – FACILITIES

SUBFACTORS: Physical Access, Hardware Capabilities, Software Capabilities

Offerors should provide adequate information to demonstrate sufficient facilities and infrastructure.

Subfactor – Physical Access. The evaluation of this sub-factor is related to the offeror demonstrating sufficient physical means to facilitate classified discussions, meetings and emergent situations related to assigned tasks.

Subfactor – Hardware Capabilities. The evaluation of this sub-factor is related to the offeror's resources and hardware necessary to successfully support the Scope of Work. Evidence of sufficient resources (Personal Computers, Laptops) is necessary. Adequate connectivity to Program Manager (e.g. cell phone, PC, email, etc.)

Subfactor – Software Capabilities. The evaluation of this sub-factor is related to the offeror's software resources necessary to successfully support the Scope of Work. Evidence of individual email accounts, Internet, MS Office (Word, Excel, Access, PowerPoint), MS-Project, Photo Management programs, and Weapons Systems File (WSF) accounts.

(3) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

Direct Labor Costs:

(1) Information including the name, title, and actual hourly rate shall be provided by the offeror for each individual proposed for the labor categories identified in Section C.3. If the offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) If an offeror's proposed labor category differs in name from those listed in Section C.3, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the offeror.

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Support Costs: These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

Section M - Evaluation Factors for Award

CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (OCT 2003) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) Technical Proposal. The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) Cost or Price Proposal.

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) Evaluation of Indirect Rates Applicable to Support Costs:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN 0001 plus any applicable amounts for support and/or subcontract items specified in Section B as either:

An estimated amount to be included in CLIN 0001

or

A not-to-exceed amount identified as a separate CLIN

In either case, it is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A. Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A to any support and/or subcontract costs specified in Section B of the solicitation. However, the

proposed fee base shall be exclusive of the amounts specified for support and/or subcontract items and shall be applied to the total proposed labor costs only.

(ii) If the offeror's DCAA approved accounting system includes the application of any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE or estimated amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE or estimated amounts specified, it will do so for evaluation purposes only and will not actually change the NTE or estimated amount at time of award. Rather, the contract will indicate that the NTE or estimated amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) Basis for Contract Award. The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) Evaluation Factors. The evaluation factors and significant subfactors are listed below in descending order of importance.

(1) Technical Factors

Factor A – Personnel

Subfactor A.1 – Senior Engineering Technician

Subfactor A.2 – Senior Corrosion Control Technician

Subfactor A.3 – Program Manager

Factor B – Corporate Experience/Past Performance

Subfactor B.1 - Corporate Experience

Subfactor B.2 - Past Performance

Factor C - Management/Quality Assurance

Subfactor C.1 – Technical Understanding

Subfactor C.2 – Organizational Structure

Subfactor C.3 – Management Ability

Subfactor C.4 – Quality Assurance Plan

Subfactors C.1 through C.4 are of equal importance

Factor D - Facilities

Subfactor D.1 – Physical Access

Subfactor D.2 – Hardware Capabilities

Subfactor D.3 – Software Capabilities

Subfactors D.1 through D.3 are of equal importance

(2) Cost